

**U.S. General Services Administration  
Invitation for Bids**

**SALE OF GOVERNMENT REAL PROPERTY  
WARWICK NECK LIGHTHOUSE  
IFB Number 126RI053401  
GSA Control No. 1-X-RI-0534-AA  
Issued on 06/18/2026**

Bids for the purchase of the Government-owned Property described in the Property Description portion of this Invitation for Bids will be received continuously and will be posted at [RealEstateSales.gov](https://RealEstateSales.gov).

**Auction Summary**

Sale Type: **Online Auction**

Start Date: **TBD**

Soft Close Date: **TBD**

Starting Bid: **\$ 500,000**

Registration Deposit: **\$ 50,000**

Bid Increment: **\$ 20,000**

**Send Bid Form and Registration Deposit to:**

U.S. General Services Administration  
Real Property Disposition  
10 Causeway St, Ste 1100  
Boston, MA 02222  
Attn: Lawanda Maryland  
Or you can email it to: [lawanda.maryland@gsa.gov](mailto:lawanda.maryland@gsa.gov)

**Property Disposition Web Page**

<https://disposal.gsa.gov>

**Sales Information**

Sonia Allon-Singh  
617-306-8615  
[Sonia.allon-singh@gsa.gov](mailto:Sonia.allon-singh@gsa.gov)

**Online Auction**

[RealEstateSales.gov](https://RealEstateSales.gov)

Register and submit your bid

**Online Auction Assistance**

Lawanda Maryland  
617-656-5700  
[Lawanda.maryland@gsa.gov](mailto:Lawanda.maryland@gsa.gov)

**Table of Contents**

Property Description	1
General Terms of Sale	2
Specific Terms of Sale	8
Instructions to Bidders	13

# PROPERTY DESCRIPTION

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## 1. LOCATION AND SETTING

Warwick Neck Lighthouse (or Property), located at 1350 Warwick Neck Avenue stands prominently at the end of Warwick Neck, a peninsula extending into Narragansett Bay in Warwick, Rhode Island. Its strategic position has historically guided mariners navigating the waters leading to Providence and other inner bay ports. The surrounding area is primarily residential, characterized by scenic coastal landscapes.

## 2. SALE PARCEL DESCRIPTION

The Property includes a well-maintained 1.3 +/- acre parcel of land, featuring grassy areas and, given its coastal location, some natural vegetation. The grounds offer panoramic views of the bay and the distant coastline. There are four structures on the property including:

- **Lighthouse:** The primary structure is a white, square pyramidal tower, approximately 51 feet tall (from its base to the top of the lantern). It is constructed of cast iron, painted white, and features a distinctive red lantern room at its apex. The Coast Guard will retain an easement to the maintain the Aid to Navigation.
- **Dwelling:** Adjacent to the tower is a two-story, L-shaped keeper's dwelling, also painted white, with a red roof. This building traditionally housed the lighthouse keepers and their families. The keeper's cottage has a kitchen, living room, four bedrooms, one and a half bathrooms and measures approximately 1626 square feet of living area.
- **Oil House:** A separate, smaller building was originally used to house the oil required to power the Property's lamp.

**Light Characteristics:** The light currently emits a rhythmic flash every 4 seconds, with a nominal range of 12 nautical miles.

### **Historical Significance:**

First established in 1826, the current cast-iron lighthouse tower was erected in 1889, replacing an earlier stone structure. It has played a vital role in ensuring the safe passage of vessels through Narragansett Bay for nearly two centuries, witnessing the evolution of maritime traffic from sailing ships to modern commercial and recreational vessels.

In 1988 the Property was included in the National Register of Historic Places (NR # 88000268)

## 3. LEGAL DESCRIPTION

That certain parcel identified as "A.P. 385 LOT 1" on the recorded plan entitled: "BOUNDARY & EXISTING CONDITIONS PLAN for U.S. GOVERNMENT, A.P. 385 LOT 1, 1350 WARWICK NECK AVENUE in WARWICK, RHODE ISLAND, SCALE: 1"=30'; DATE: MARCH 31, 2025; PRINCIPE COMPANY, INC. SURVEYING DIVISION"; situated on the southerly side of Warwick Neck Avenue, just southerly of the intersection with Briarcliff Avenue in the City of Warwick, State of Rhode Island, said parcel is more particularly described as follows;

Beginning at a point, said point being the common front corner of land now or formerly owned by U.S. Government and land now or formerly owned by Paige Jansen, said point being marked by a pk nail and being the northeasterly corner of the parcel herein described,

Thence S00°31'31"E running along said Jansen land, a distance of 105.00' to a point, said point being marked by a pk nail,  
Thence N89°28'29"E running along said Jansen land, a distance of 91.00' to an angle point, said point being marked by a capped rebar,  
Thence S42°30'31"E running along said Jansen land, a total distance of 200.40' +/- to the Mean Low Water of Narragansett Bay, said point being 35.40' +/- southeasterly of a drill hole and being the southeasterly corner of the parcel herein described.  
Thence running along the mean low water of Narragansett Bay for a distance of 331.90' +/- to land now or formerly owned by Huynh Properties LLC, said point being the southwesterly corner of the parcel herein described,  
Thence N00°41'28"W running along said Huynh land, a total distance of 434.20' +/- to the southerly line of said Warwick Neck Road, said point being the northwesterly corner of the parcel herein described,  
Thence N88°48'51"E running along the southerly line of said Warwick Neck Road, a distance of 34.55' to said Jansen land and the point and place of beginning. Containing 1.3264 acres.

#### **4. TAX PARCEL ID (OR ASSESSOR'S PARCEL NO.)**

Tax Map/Lot: Plat 385 Lot 1  
City of Warwick, Kent County, Rhode Island

#### **5. EASEMENTS AND ENCROACHMENTS**

The property is benefited by a perpetual access Right of Way as described in a deed dated 11 April 1958 and recorded with the Land Evidence Records, Warwick, in Book 293, Page 249

Please see attached survey (Attachment A); which shows a small portion of fence encroaching on the Property.

#### **5. UTILITIES & SERVICE PROVIDERS**

Procurement of utility service shall be the responsibility of the Purchaser as of the date of conveyance. Bidders are urged to contact utility providers for the local service area. Below are the current utility service providers.

- Rhode Island Energy provides gas and electricity
- City of Warwick provides water
- There is a septic system on the property

## **GENERAL TERMS OF SALE**

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### **1. DEFINITIONS**

#### **a. AUTOMATIC BID**

Also known as "bid by proxy" wherein the bidder establishes a person to bid on their behalf at auction up to a certain limit. In the case of online auctions, computers have automated the proxy role and bidders establish their bid limits online and the software answers bid challenges by automatically making the next bid increment up to the proxy limit.

#### **b. BACKUP BIDDER**

The term “Backup Bidder” refers to the bidder, whose bid conforms to the terms and conditions of the IFB, is the second-highest dollar bid at the close of the auction and is determined by the Government to be the second most acceptable bid.

**c. BIDDER(S)**

The term “Bidder” or “Bidders” as used herein refers to the offeror or offerors for the purchase of the subject Property, and is used interchangeably with “you.”

**d. BID INCREMENT/INTERVAL**

The “Bid Increment” is the minimum amount of money required to increase a starting or current bid. “Bid Interval” is the maximum amount of time in which to make a bid before the auction ends. The Bid Interval is also referred to as the Inactivity Period at [RealEstateSales.gov](http://RealEstateSales.gov).

**f. CLOSE TIME**

Close Time is stated on the RealEstateSales.gov website in the “Item Information” section and represented by the Time Remaining countdown clock as the time remaining for making bids. **Online auction sales cannot end on Weekends or Federal Holidays.**

**g. EARNEST MONEY**

The term “Earnest Money” refers to the Bidder’s deposit of money demonstrating the Purchaser’s good faith offer to the Government to fully execute and comply with all terms, conditions, covenants and agreements contained in any contract resulting from the Government’s acceptance of the Bidder’s offered bid price. Once a bid is accepted by the Government for a contract, all prior deposits made by the Purchaser to register for the sale, subject to this Invitation for Bids, become Earnest Money to the benefit, custody, accountability and control of the Government.

**h. FLAT BID**

A flat bid is for an amount at least the current bid plus the posted minimum Bid Increment. If the bid is greater than another bidder’s automatic bid, the system will consider this flat bid as the current (winning) bid. If the bid is less than or equal to another bidder’s automatic bid, the system will record the bid but it will not be considered the current (winning) bid.

**i. GENERAL SERVICES ADMINISTRATION**

The term “General Services Administration” (“GSA”) as used herein refers to the United States General Services Administration, a Federal agency conducting this sale in agreement with the United States Coast Guard (USCG). The USCG has full custody of and all accountability for all matters, known and unknown, concerning the physical, title, and environmental condition of the Property.

**j. GOVERNMENT**

The term “Government” as used herein refers to the United States of America and is used interchangeably with “Seller” and “Grantor.”

**k. HIGH BIDDER**

The term “High Bidder” refers to the bidder, whose bid conforms to the terms and conditions of the IFB, is the highest dollar bid at the close of the auction and is determined by the Government to be the most acceptable bid.

**I. INVITATION FOR BIDS**

The term "Invitation for Bids" ("IFB") refers to this document and the following items that are attached hereto and incorporated herein: the Property Description; Terms of Sale; Instructions to Bidders; Notice and Covenants and/or Special Terms of Sale; Bidder Registration and Bid Form for Purchase of Government Property; associated leasebacks, Exhibits and Additional Documents. Should the aforementioned documents be modified or supplemented by any addenda or amendments, or replaced by a new issue, issued by the Government prior to the conclusion of the online auction, those modifications, addenda or amendments, shall be part of the reissued IFB.

#### **m. PROPERTY**

The term "Property" refers to the property or properties described in the Property Description of this IFB.

#### **n. PURCHASER**

The term "Purchaser" refers to the bidder whose bid the Government accepts and is used interchangeably with "Buyer" and "Grantee."

#### **o. WEBSITE**

The GSA Real Property Disposition website, RealEstateSales.gov, allows the public an opportunity to bid electronically on Federal real property. Additional information can also be found at [disposal.gsa.gov](https://disposal.gsa.gov).

## **2. DESCRIPTION PROVIDED IN IFB**

The description of the Property, and all other information provided with respect to the Property set forth in the IFB, are based on the best information available to GSA, Real Property Disposition (1PZ) and are believed to be correct. Any error or omission, including but not limited to, the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall NOT constitute grounds or reason for nonperformance of the contract of sale, or claim by Purchaser for allowance, refund or deduction from the purchase price. The IFB is made available at [Realestatesales.gov](https://Realestatesales.gov) and may be modified and amended by the Government at any time prior to the conclusion of the auction. Bidder agrees and accepts that notices of any changes to the descriptions provided in this IFB are satisfactory when made available on either or both of GSA's real property disposal websites at RealEstateSales.gov and/or disposal.gsa.gov.

## **3. INSPECTION**

Inspections will be offered to registered bidders only. Dates of the inspections will be posted on realestatesales.gov.

**No one will be allowed access to the Property without the presence of a GSA employee or designee.**

Bidders are invited, urged, and cautioned to inspect the Property prior to submitting a bid. Photos provided by the Government may not represent the condition or existence of any improvements of the Property and are NOT to be relied upon in place of the Bidder's own inspection. Any maps, illustrations or other graphical images of the Property are provided for visual context and are NOT to be relied upon in place of the Bidder's own inspection. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the Property, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the auction.

## **4. CONTRACT**

The IFB and the bid, when accepted by the Government shall constitute an agreement for sale ("Agreement") between the high bidder ("Purchaser") and the Government. Such Agreement shall constitute the whole contract to be succeeded only by the formal instrument(s) of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. In

addition, the Purchaser shall not transfer or assign the Agreement without the express written consent of the Government. Any assignment transaction without such consent shall be void.

## **5. CONDITION OF PROPERTY**

The Property is offered for sale **“AS IS” AND “WHERE IS”** without representation or warranty, expressed or implied. The Purchaser, and Purchaser’s successors and assigns, or any party-in-possession of the Property, or any part thereof, further acknowledges that the Government makes no representations or warranty concerning the title, zoning, character, condition, size, quantity, quality and state of repair of the Property. The Government makes no other agreement or promise to alter, improve, adapt or repair the Property not otherwise contained herein. Purchaser shall rely solely on their own due diligence and examination of the Property. Purchaser acknowledges that there will be no claims or any allowances or deductions upon grounds that the Property is not in condition or fit to be used for any purpose intended by the Purchaser after the conclusion of the auction.

## **6. ZONING**

Property is subject to the jurisdiction of the Warwick Zoning Board of Review. Verification of the present zoning and determination of permitted uses, along with compliance of the Property for any proposed future use, shall be the responsibility of the bidder; and the Government makes no representation in regard to zoning matters. Any inaccuracies or changes in the zoning information shall NOT be cause for adjustment or rescission of any contract resulting from this IFB.

For more information contact:

Warwick, Rhode Island Zoning Board of Review  
Amy Cota  
401-738-2000  
[amy.e.cota@warwickri.gov](mailto:amy.e.cota@warwickri.gov)

## **7. RISK OF LOSS**

As of the date of conveyance the Purchaser shall assume all responsibility for care and handling and all risks of loss or damage to the Property, including but not limited to all buildings and other improvements located thereon, and assume all obligations and liabilities of ownership and no claim for any allowance or deduction upon such grounds will be considered after the conclusion of an auction.

## **8. TAXES, ASSESSMENTS AND OTHER COSTS**

As of the date of conveyance, the Purchaser shall assume responsibility for all general and special real and personal property taxes or other assessments which have been or may be assessed on the Property, and for all sums due to be paid by the Government in lieu of taxes, which amount shall be prorated.

## **9. REVOCATION OF BID AND DEFAULT**

Purchaser agrees that bids made to purchase the Property are binding offers and once accepted for contract by the Government, all deposits made by the Purchaser to register for the sale, subject to this Invitation for Bids, become Earnest Money to the benefit, custody and accountability of the Government.

In the event of (1) revocation of a bid after the conclusion of an auction, but prior to acceptance of the high bid by the Government, or (2) in the event of revocation of a bid after notice of acceptance, or (3) in the event of any

default by the Purchaser in the performance of the contract of sale created by such acceptance, or (4) in the event of failure by the Purchaser to consummate the transaction, the Purchaser agrees that any Earnest Money and all deposits paid to the Government in any acceptable form, including credit card, together with any payments subsequently made on account, are subject to forfeit by the Purchaser to the Government at the option of the Government as damages for breach of contract, in which event the Purchaser shall be relieved from further liability. Purchaser agrees that all deposits made with credit cards are subject to forfeit upon Government determination of Purchaser's default and breach of contract. Purchaser shall not request retrieval, chargeback or any other cardholder refund.

Purchaser agrees and understands that a debt to the United States of America subject to claim or collection by applicable Federal law may be created if their Earnest Money is in any way made unavailable to the Government and that any party that knowingly participates in such retrieval or refund may be held fully accountable for interfering with a Government contract.

## **10. GOVERNMENT LIABILITY**

If the Government accepts a bid for the purchase of the Property and (1) the Government fails for any reason to perform its obligations as set forth herein; or (2) title does not transfer or vest in the Purchaser for any reason, although Purchaser is ready, willing, and able to close; or (3) any other contractual claim or cause of action hereafter accrues in favor of Purchaser under the terms of this IFB, Government's liability to Purchaser shall be strictly limited to all amounts of money Purchaser has paid to Government without interest whereupon Government shall have no further liability to Purchaser.

## **11. TITLE EVIDENCE**

Any bidder, at their sole cost and expense, may procure any title evidence that the said bidder desires. The Government will, however, cooperate with the Purchaser or their authorized agent in this transaction, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and Property involved, as it may have available. It is understood and agreed that the Government is not obligated to pay for any expense incurred in connection with title matters or survey of the Property.

## **12. TITLE**

If a bid for the purchase of the Property is accepted, a quitclaim deed or a deed without warranty in conformity with local law and practice will convey the Government's interest. The Government does not pay for or provide title insurance.

## **13. EASEMENTS, ENCROACHMENTS AND RESERVATIONS**

The Property will be sold subject to any and all covenants, reservations, easements, restrictions, encroachments, and rights, recorded or unrecorded, in favor of third parties, for highways, streets, power lines, telephone lines and equipment, pipelines, drainage, sewer and water mains and lines, public utilities, public roads, railroads and other rights-of-way, and any easements, reservations, rights and covenants reserved by the Grantor herein.

## **14. COVENANT AGAINST CONTINGENT FEES**

The Purchaser warrants that they have not employed or retained any person or agency to solicit or secure this contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract without liability or in its discretion to recover from the Purchaser the amount of such commission, percentage, brokerage, or contingent fee in addition to the consideration herewith set forth. This warranty shall not apply to commissions payable by the Purchaser upon the contract secured or made through bona fide established commercial agencies maintained by the Purchaser for the

purpose of doing business. "Bona fide established commercial agencies" includes, among others, licensed real estate brokers engaged in the business generally.

## **15. CONTINUING OFFERS**

Each bid received shall be deemed to be a continuing offer for thirty (30) calendar days after the close of the online auction until the bid is accepted or rejected by the Government.

If the Government desires to accept any bid after the expiration of the thirty (30) calendar days, the consent of the bidder shall be obtained prior to such acceptance.

## **16. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE**

Prior to closing, the Purchaser or Purchaser's agent must open an escrow account with an independent, unaffiliated escrow company ("Escrow Holder") to handle the closing. All closing costs, including escrow fees and document handling expenses, shall be borne solely by the Purchaser. As part of the closing, the Government will provide escrow instructions to the Escrow Holder regarding the recording, disposition of proceeds and related matters.

The closing date of the sale is sixty (60) calendar days after acceptance of the bid. Upon written agreement by the Government, the Purchaser may close the transaction prior to the sixty (60) calendar day period.

On the closing date, the Purchaser shall tender to the Purchaser's Escrow Holder the balance of the purchase price in the form of an electronic wire transfer. Upon confirmation that Purchaser's wire transferred funds have been received by the Government, the Purchaser's Escrow Holder shall record the instrument, or instruments, of conveyance and provide copies of the recorded instrument(s) to the parties. Possession of the Property will be assumed by the Purchaser at the time of closing. The Government reserves the right to extend the closing date for a reasonable amount of time.

## **17. DELAYED CLOSING**

Any change to the established closing date is subject to the written approval by the Government. The Government reserves the right to refuse a request for extension of closing. However, if the Government grants an extension, the Purchaser may be required to pay either: interest on the outstanding balance of the purchase price, whichever is greater, if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the Purchaser's action or inaction and not by any action on the part of the Government. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance and calculated on a weekly basis. The Government may impose additional terms and conditions to grant an extension.

## **18. CLOSING COSTS, DOCUMENTARY STAMPS AND COST OF RECORDING**

All closing costs, including escrow and financing fees, shall be borne solely by the Purchaser. The Purchaser shall pay all taxes and fees imposed on this transaction and shall obtain at Purchaser's own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal, state and local law.

All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the Purchaser's expense.

Within five (5) business days from receipt of the executed deed, the Purchaser or the Purchaser's Escrow Holder shall record the quitclaim deed in the official records of the county. The Purchaser or the Purchaser's Escrow Holder shall provide GSA a conformed copy of the recorded quitclaim deed within five (5) business days of recording to the following address:

U.S. General Services Administration  
Real Property Disposition (1PZ)  
10 Causeway St. Ste 1100  
Boston, MA 02222  
Attn: Lawanda Maryland

### **19. OFFICIALS NOT TO BENEFIT**

No member or delegate to the Congress, resident commissioner or any other official of the Government of the United States shall be admitted to any share or part of the contract of sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit. GSA and USCG employees are prohibited from bidding on the Property offered in the IFB.

### **20. CAPACITY TO CONTRACT**

Bidders must have the legal capacity to enter into a contract in order to bid and acquire the Property.

### **21. COMPLIANCE WITH SECTION 889 PART B**

By signature of the Bidder Registration and Bid Form, bidders hereby certify that their entity is in compliance with Section 889, Prohibition of Certain Telecommunications and Video Surveillance Services or Equipment of the Fiscal Year 2019 National Defense Authorization Act (Pub. L. 115- 232). The bidder represents that it does not use covered telecommunications equipment or services, or use any equipment, system or service that uses covered telecommunications equipment or services. The statute prohibits contracting with an entity that uses certain telecommunications equipment or services produced by the below entities, companies, affiliates, or subsidiaries:

- a. Huawei Technologies Company
- b. ZTE Corporation
- c. Hytera Communications Corporation
- d. Hangzhou Hikvision Digital Technology Company
- e. Dahua Technology Company

The prohibition of use of these telecommunications equipment or services applies regardless of whether or not that usage is related to the terms and conditions of this IFB and the certification extends until closing of the transaction as specified herein.

### **22. EXCLUDED PARTIES**

Bidders are hereby notified that GSA determines bidders' eligibility for participation in the sale described in this IFB both upon registration and at prospective award. GSA validates prospective bidders' eligibility via the System for Award Management (SAM) Exclusions Extract (available at [www.sam.gov](http://www.sam.gov) > SAM Home > Data Access > Exclusion Interfaces) and are required to provide their Social Security Number or Tax Identification Number on the Bid Form.

## **SPECIFIC TERMS OF SALE**

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**Clauses pertaining to the following environmental matters will appear in the Deed to the Property.**

### **23. HAZARDOUS SUBSTANCE ACTIVITY NOTICE AND COVENANTS.**

Pursuant to Section 120(h), 42 U.S.C. § 9620(h), of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. §§ 9601 - 9675, the Government hereby gives notice that

no hazardous substances or petroleum products, or its derivatives, are known to have been released, or disposed of on the Property.

Pursuant to CERCLA Section 120(h), 42 U.S.C. § 9620(h), the Government warrants that any remedial action, response action or corrective action found to be necessary after the Closing Date shall be conducted by the United States of America. This covenant shall not apply in any case in which the Purchaser, its successors(s), or assign(s), or any successor in interest to the Property or part thereof, is a Potentially Responsible Party with respect to the Property immediately prior to the date of this conveyance. This covenant shall not apply to the extent that such additional remedial action, response action or corrective action, or part thereof, found to be necessary is the result of an act or failure to act of the Purchaser, its successor(s), assign(s) or any party in possession after the Closing Date that either:

- A. Results in a release or threatened release of a hazardous substance or a petroleum product or its derivative that was not located on the Property on the date of this conveyance, OR
- B. Causes or exacerbates the release or threatened release of a hazardous substance or a petroleum product or its derivative the existence and location of which was known and identified to the applicable regulatory authority as of the Closing Date; OR

In the event the Purchaser, its successor(s), or assign(s) seeks to have the Government conduct or pay for any remedial action, response action, or corrective action, and as a condition precedent to the Government incurring any obligation or related expenses, the Purchaser, its successor(s), or assign(s) shall provide the Government at least 45 days written notice of such a claim and provide credible evidence that:

- A. The claimed hazardous substance or petroleum product, or its derivative, requiring remedial action, response action, or corrective action was located on the Property prior to the date of this conveyance in such quantity that the requested remedial action, response action, or corrective action by the Government was required under law applicable at the time of this conveyance; and
- B. The need to conduct any remedial action, response action, or corrective action, or part thereof is, and was not, the result of any act or failure to act by the Purchaser, its successor(s), or assign(s) or any party in possession.

Pursuant to CERCLA Section 120(h), 42 U.S.C. § 9620(h), the Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action on this Property, or on adjoining property. This reservation includes the right of access to, and use of, available utilities at reasonable cost to the Grantor. These rights shall be exercisable in any case in which a remedial action, response action, or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors, shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation, and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. The United States of America shall, to the extent practicable, coordinate any such entry, including such activities, responses or remedial actions, with the record title owner and perform any such entry in a manner that minimizes interruption with activities of authorized occupants.

## **24. NOTICE OF PRESENCE OF ASBESTOS CONTAINING MATERIALS (“ACM”)**

- a) Bidders are warned that the Property contains asbestos-containing materials. Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers, and which can result in disability or death.
- b) Bidders are invited, urged, and cautioned to inspect the Property to be sold prior to submitting a bid. More particularly, bidders are invited, urged, and cautioned to inspect the Property as to its asbestos content and condition, and any hazardous or environmental conditions relating thereto. The Government will assist bidders in obtaining any authorization(s) which may be required in order to carry out any such inspection(s). Bidders shall be deemed to have relied solely on their own judgment in assessing the overall condition of all or any portion of the Property including, without limitation, any asbestos hazards, or concerns.
- c) No warranties either express or implied are given with regard to the condition of the Property including, without limitation, whether the Property does or does not contain asbestos or is or is not safe for a particular purpose. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the Property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid or offer after its opening or tender.
- d) The description of the Property set forth in this IFB and any other information provided therein with respect to said Property is based on the best information available to the disposal agency and is believed to be correct, but an error or omission, including but not limited to the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall not constitute grounds or reason for nonperformance of the contract of sale, or any claim by the Purchaser against the Government including, without limitation, any claim for allowance, refund, or deduction from the purchase price.
- e) The Government assumes no liability for damages for personal injury, illness, disability or death, to the Purchaser, or to the Purchaser's successors, assigns, employees, invitees, licensees, or any other person subject to Purchaser's control or direction, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property which is the subject of this sale, whether the Grantee, its successors or assigns has or have properly warned or failed properly to warn the individual(s) injured.
- f) The Bidder further agrees that in its use and occupancy of the Property it will comply with all Federal, state, and local laws relating to asbestos.

## **25. NOTICE OF PRESENCE OF LEAD-BASED PAINT (LBP)**

LEAD-BASED PAINT HAZARD WARNING. The Property that is the subject of this sale was built before 1978 and contains lead-based paint.

- a. Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments and paint inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment and paint inspection for possible lead-based paint hazards is recommended prior to purchase.
- b. Risk Assessment and Paint Inspection. The Government prepared a risk assessment and paint inspection in accordance with 40 CFR 745.227. Bidders are encouraged to review these documents. Although a complete set of documents will be provided to the Purchaser prior to closing, each bidder is strongly encouraged to review the risk assessment and paint inspection and any other reports prior to submitting this Offer to Purchase. The Purchaser is required to abate pursuant to a risk assessment that is no more than twelve months old at the time the abatement project begins. Purchaser is warned that if more than 12 months have elapsed from the date on the Government's risk assessment to the time when on-site preparation activities for the abatement commence, the risk assessment must be made current by the Purchaser prior to the commencement of such activities, at no cost to the Government.
- c. Inspection by Bidder. In accordance with 24 CFR 35.1320, bidders may conduct their own paint inspection and/or perform a risk assessment for the presence of lead-based paint and/or lead based paint hazards prior to submitting a bid. Bidders interested in performing a risk assessment and/or paint inspection may contact the GSA Project Manager to provide access to the Property to conduct the risk assessment and/or paint inspection. Bidders are encouraged to conduct any risk assessments or inspections early in the process, since the auction close will not be delayed to accommodate completion of such risk assessments and inspections.
- d. Lead Hazards Pamphlet. In order to fully understand the risk and hazards associated with the presence of lead-based paint and lead-based paint hazards, Purchaser is encouraged to review the pamphlet Protect Your Family From Lead in your Home. A copy of the pamphlet is available from GSA through the GSA Real Property Utilization and Disposal Project Manager or from GSA's website at <https://disposal.gsa.gov/resource/EPALeadBasedPaintBrochure>.
- e. Disclosure Form. The Purchaser must complete and execute the appropriate portions of the form entitled United States of America ("Seller") Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards.

## **26. NOTICE OF PRESENCE OF RADON**

The Grantee is notified that the United States has determined that a radon hazard potentially exists in subject building(s) on the Property and from the Property itself due to the Property's location in a Radon Zone Level 1. The Government has not performed any studies pertaining to Radon at the Property, and has no actual knowledge that a Radon Hazard exists. Radon is a naturally occurring radioactive gas emanating from the ground that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time, and which falls within the CERCLA "Limitations on Response" standards at

42 U.S.C. 9604 (a)(3). Additional information regarding radon and radon testing may be obtained from the EPA and county and state health units.

Information provided to the Grantee with respect to the Property is based on the best information available to the Grantor and is believed to be correct, but any error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other Federal agency, will not constitute grounds for liability for damages by the Government for personal injury, illness, disability, or death, to the Grantee, its successors, assigns, employees, invitees, or any other person subject to the Grantee's control or direction.

## **27. NOTICE OF THREATENED OR ENDANGERED SPECIES**

The Purchaser is placed on notice that the Property includes federally listed threatened and/or endangered wildlife species protected by the Federal Endangered Species Act (16 U.S.C. Sec. 1531, et seq.) (ESA). In particular, based on information provided by the U.S. Fish and Wildlife Service (FWS), such listed species on the Property include:

- Tricolored Bat, *perimyotis subflavus* (proposed endangered)
- Roseate Tern, *sterna dougallii dougallii* (endangered)
- Monarch Butterfly, *danaus Plexippus* (proposed threatened)

Ultimately, it will be the Purchaser's obligation to satisfy the requirements of the ESA and its implementing regulations. The Purchaser should take steps necessary to satisfy both federal and state laws and regulations protecting listed species. Thus, the Purchaser is advised, prior to disturbing the Property in such a way as to potentially bring harm to whatever listed species are present on the Property, to consult with the FWS to ensure that no inadvertent damage is inflicted upon these threatened or endangered species.

## **28. AIDS TO NAVIGATION (ATON)**

The Department of Homeland Security, United States Coast Guard ("USCG") is the Federal agency responsible for operating and maintaining any Federal aid to navigation ("ATON") or associated equipment as that term is defined in 54 U.S.C. §305101(3). The Federal ATON located at the Property in operation as of this date include but are not limited to the optic, the fog signal, a solar array, and batteries, and shall remain the personal property of the USCG and shall continue to be operated and maintained by the USCG for as long as needed for navigational purposes at the Property.

The Grantee acknowledges and agrees that it is accepting title to the Property subject to the rights of the USCG, or its successor entity to install, operate, and maintain active ATON. In furtherance of its right to continue such function, the USCG hereby expressly reserves perpetual and assignable the following rights:

1. The unrestricted right of the United States to keep, locate, service, maintain, operate, install, repair and replace ATON and any and all associated equipment on the Property;
2. The unrestricted right to relocate or add any ATON and any and all associated equipment, or make changes on any portion of the Property as may be necessary for navigational purposes or in the service of any regional ATON;
3. A right of access to, over and across the Property in favor of the United States for the purpose of servicing, maintaining, locating, operating and repairing and replacing the navigational aids and any and all associated equipment on the Property. The United States shall have the right to enter the Property at any

time for the purpose of maintaining the navigational aids and performing the other functions contemplated herein. Upon completion of the servicing, maintaining, operating, repairing and replacing of navigational aids and any associated equipment, the Property shall, at the sole cost of the United States or its successor entity, subject to the availability of appropriated funds, be left as nearly as reasonably possible in the same condition as before any such work began;

4. The right of the United States for the purpose of preserving and maintaining an Arc of Visibility of the beacon as follows: nothing will be constructed, maintained or permitted exceeding 40 feet on a plane emanating from the center of the Property 360 degrees or of a height sufficient to interfere with or obstruct the Arc of Visibility of said Property;

5. The Grantee may not interfere with or allow interference in any manner with any navigational aids or associated equipment in use on the Property without express written permission from the USCG.

## **29. HISTORIC PRESERVATION COVENANTS**

Historic Preservation Easement Attached as Attachment B

# **INSTRUCTIONS TO BIDDERS**

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## **1. AUCTION START DATE**

The auction opens on TBD

## **2. TYPE OF SALE**

This sale will be an online auction conducted at [RealEstateSales.gov](https://RealEstateSales.gov). The auction will be conducted over a period of time, usually several weeks, as determined by bid activity. The date of the auction close (see Paragraph 10, Auction Close) will be announced at [RealEstateSales.gov](https://RealEstateSales.gov), with at least three business days prior notice. The auction may continue beyond that date as long as bidders continue to submit higher bids. Thus, the bidders determine when the sale closes by their bidding activity.

## **3. BIDS AND TERMS OF SALE**

Bids to purchase must be ALL-CASH. Buyers are expected to arrange their own financing and to pay the balance in full by the closing date. No Government credit terms are available. GSA has no information on the availability of private financing or on the suitability of this Property for financing.

## **4. STARTING BID**

This auction is being opened with an amount which does not represent the value of the Property but rather provides a reasonable starting point for the online auction. The starting bid will be displayed as the Current Bid. The Government seeks to obtain fair market value for the Property and reserves the right to reject any and all bids.

## **5. BIDDER REGISTRATION AND DEPOSIT**

a. Bidder registration is a multi-step process:

- (1) Register using Login.gov: Bidders must have an active account created through [Login.gov](https://Login.gov) to bid online at [RealEstateSales.gov](https://RealEstateSales.gov). Click on "Login" and establish an account at Login.gov using a valid email

address and create a password. You may use a previously created account with Login.gov. Login.gov uses a Multi-Factor Authentication (MFA) process to secure your account. Upon account authentication using MFA, you will be a Subscriber in [RealEstateSales.gov](https://www.RealEstateSales.gov) .

- To register to bid for a specific property, while logged in, click on “Register to Bid” on the right side of the listing page and you will be redirected to a registration page.
  - Click on “Verify with Login.gov”. You will be asked to complete an identity verification process, which will require you to upload a photograph of your U.S. state-issued ID, provide a U.S. mailing address, a phone number and other personal information which is then verified against authoritative sources.
  - Once you are successfully verified within Login.gov, you will be redirected back to [RealEstateSales.gov](https://www.RealEstateSales.gov) and the Bidder Verification check mark will be displayed as green.
  - You must confirm that: you have read and agree to the GSA terms and conditions, you are 18 years of age or older, and all contact information provided is accurate.
  - Click the “Continue” button. This action will direct you to the Submit Bid Registration screen.
  - Click the “Submit Bid Registration”. A confirmation screen will appear indicating that your registration has been sent to GSA.
  - Your registration will indicate “Approval Pending” until you complete the following.
- (2) Complete Registration Form: Bidders must complete and submit the official Bid Form titled "Bidder Registration and Bid Form for Purchase of Government Real Property" accompanying this IFB. All information and certification requested thereon must be provided and the Bidder Information should match the information provided through Login.gov. Bidder registration and bids submitted which fail to furnish all information or certifications required may be rejected. The Bid Form should be filled out legibly with all erasures, strikeovers and corrections initialed by the person signing the bid. The Bid Form must be signed and dated. Additional bid forms are available upon request or you may photocopy the form in this IFB.

You may register as either an individual or as a company and such designation must be provided on the Bidder Registration and Bid Form for Purchase of Government Real Property. You may need to complete the Certificate of Corporate/Organization Bidder to distinguish you as a bidder for another entity. Changes to title may be considered after bid acceptance at the discretion of the Government. If you wish to participate as an individual and a representative of a company, you must register separately for each and place bids accordingly.

In accordance with Public Law No. 104-134, Section 31001, the Debt Collection Improvement Act of 1996, the Tax Identification Number (TIN) must be provided by anyone conducting business with the Federal Government, from which a debt to the Government may arise. Individuals cannot successfully register to bid on items without providing a TIN. A TIN is defined as an individual's Social Security Number (SSN) or business entity's Employer Identification Number (EIN). If you registered as an Individual, your SSN will be validated with your name and address. If you registered as a Company, your business identity's EIN will be validated with your company name and address. The use of an individual's SSN is subject to the Privacy Act of 1974 (5 U.S.C. Section 552a) and will be collected to verify the data submitted by the user.

- (2) Provide Registration Deposit: A deposit in the amount of \$50,000.00 (the “Registration Deposit”) must accompany your Bidder Registration and Bid Form. Registration Deposits must be provided in the form of a wire transfer or credit card (Visa, MasterCard, Discover or American Express). Checks are NOT acceptable and will be returned to the sender. For deposits by credit card, Bidders must also complete the Registration Deposit portion of the official Bid Form to be authorized to bid.

Only upon verification of your Registration Deposit, will you be allowed to bid. All Registration Deposits received will be deposited with the U.S. Treasury, in a non-interest bearing account, immediately upon receipt.

- b. To complete the bidder registration process, please submit the completed Bidder Registration and Bid Form for Purchase of Government Real Property, along with the required Registration Deposit to:

U.S. General Services Administration  
Real Property Disposition  
10 Causeway Ave, Ste 1100  
Boston, MA 02222  
Attn: Lawanda Maryland

If the Registration Deposit is to be provided by credit card, the Bidder Registration and Bid Form can also be submitted to GSA by email at [PIBRealEstateSales@gsa.gov](mailto:PIBRealEstateSales@gsa.gov)

- c. It is the responsibility of the bidder to ensure that adequate time is available to complete the registration process as described above. The identity authentication process, through Login.gov, requires a bidder to provide additional information to be able to bid on a property. GSA personnel cannot assist with any issues or errors in registering through Login.gov. Prospective bidders should review the information at <https://login.gov/help/> or contact the Login.gov help desk by viewing the Login.gov Contact Us page <https://login.gov/contact/>. GSA makes no representation or guarantee that any additional assistance or time will be provided to complete the registration process. Only fully registered bidders will be allowed to participate in the sale.
- d. Registration may occur any time prior to the conclusion of the auction. The Government, however, makes no representation or guarantee that your registration will be completed prior to the announced date and time for the receipt of final bids. Therefore, bidders are encouraged to register with Login.gov before an auction and complete the requirements of this Paragraph 5 and its subsections at the start or of before an auction. If you have any questions regarding the registration process, please contact GSA at (617) 656-5700 or by email at [PIBRealEstateSales@gsa.gov](mailto:PIBRealEstateSales@gsa.gov).

## 6. BIDDING IN GENERAL

- a. Registered bidders may bid online by following the instructions at [RealEstateSales.gov](https://RealEstateSales.gov). By submitting your bid through [RealEstateSales.gov](https://RealEstateSales.gov), you agree that your bid is a binding offer. You will be legally obligated for any and all bids submitted using your email and password.
- b. Bids received through [RealEstateSales.gov](https://RealEstateSales.gov) are date and time stamped Central Time. The Government will not be responsible for any discrepancies between the time indicated on the Website and the apparent time indicated, displayed, or otherwise stated or represented by a registered bidder.
- c. Bids must be submitted without contingencies.
- d. Bidders that are currently in default status will not be allowed to place bids for real property.

## 7. CONTINUOUS BIDDING RESULTS AND AUCTION INFORMATION

Bidders are strongly encouraged to monitor bidding activity at [RealEstateSales.gov](https://RealEstateSales.gov). New bids are immediately posted at [RealEstateSales.gov](https://RealEstateSales.gov) upon receipt. If you no longer have the high bid and the sale has not closed, you can go back to the item and place another bid. Bids cannot be lowered or canceled.

If your bid is not accurately shown on [RealEstateSales.gov](https://RealEstateSales.gov), then you should call GSA at (617) 656-5700. Bidders are urged to pay close attention to [RealEstateSales.gov](https://RealEstateSales.gov) which will contain new, revised, and useful information regarding the high bid, modification to bid increment and the closing date of the auction that is subject to change. Bidder agrees and accepts that notices of any changes to the terms and conditions of sale or instructions to bidders is satisfactory when made available on either or both of GSA's real property disposal websites at [RealEstateSales.gov](https://RealEstateSales.gov) and/or [disposal.gsa.gov](https://disposal.gsa.gov).

## 8. ONLINE BIDDING

[RealEstateSales.gov](https://RealEstateSales.gov) allows you to place either a flat or automatic ("proxy") bid. A flat bid is for an amount at least the current bid plus the posted minimum Bid Increment. If the bid is greater than another bidder's automatic bid, the system will consider this flat bid as the current (winning) bid. If the bid is less than or equal to another bidder's automatic bid, the system will record the bid but it will not be considered the current (winning) bid. The required minimum bid will be specified on the bid screen and once entered it will be displayed as the winning bid unless an automatic bid that is greater than this amount has been placed.

An automatic bid is an amount that you set above the posted minimum bid. [RealEstateSales.gov](https://RealEstateSales.gov) will use as much of your bid as needed to make you the current winner of the auction or to meet the auction's reserve price. The system will automatically apply the minimum Bid Increment up to the total amount bid to make you the current winner of the auction or to meet the auction's reserve price. Your automatic bid amount is not shown to other bidders until it is reached through competitive bidding. You may change your bid amount but not less than the next bid increment amount. If the system reaches your automatic bid limit, it stops bidding for you. Submit another bid, if you want to continue bidding. If you chose to receive e-mail notifications during registration, the system will notify you if you are no longer holding the winning bid. You can submit another flat bid or reset your automatic bid amount, if you want to continue bidding. Your automatic bid is not shown to other bidders. If a reserve price is set, [RealEstateSales.gov](https://RealEstateSales.gov) will use as much of your bid as needed to meet the reserve price.

When two automatic bids compete, the greater of the two always wins. If the greater automatic limit does not exceed the lesser automatic limit by the full stated Bid Increment, then the greater automatic limit bid is placed. You may increase or decrease your automatic bid limit at any time. You cannot decrease your automatic bid below the current bid. If you are currently the winner in an auction, increasing your automatic bid will not increase your current bid until challenged by another bid. Changing your automatic bid may affect the indicated time remaining.

If you learn from [RealEstateSales.gov](https://RealEstateSales.gov) that your bid was not the high bid, or if another bidder exceeds your previous high bid, you may increase your bid at [RealEstateSales.gov](https://RealEstateSales.gov) until such time as bidding is closed. Increases in previously submitted bids are welcome and your Registration Deposit will apply to subsequent increased bids. All increased bids must be made online. **The Government reserves the right to modify the Bid Increment at any time prior to the close of the auction.**

## 9. TRANSMISSION AND RECEIPT OF BIDS

The Government will not be responsible for any failure attributable to the inability of the bidder to transmit or the Government to receive registration information, bid forms or a bid by any method. Failure to receive registration information, bid forms or a bid may include, but is not limited to the following:

- a. Receipt of a garbled or incomplete bid.
- b. Availability or condition of the sending or receiving electronic equipment.

- c. Incompatibility between the sending and receiving equipment and software.
- d. Malfunctioning of any network, computer hardware or software.
- e. Delay in transmission or receipt of a bid.
- f. Failure of bidder to properly identify the bid.
- g. Security of bid data.
- h. Inability of bidder to enter bid. For example: due to lost or forgotten password or system lock due to repeated login failures.
- i. Unavailability of GSA personnel.

If your bid is not accurately shown or you cannot enter a bid at [RealEstateSales.gov](https://RealEstateSales.gov) then you should call the Help desk 1-866-367-7878 for assistance.

Occasionally, technical problems will interrupt the bidding process for an unspecified amount of time. These interruptions may affect some or all bidders. In the event of an interruption, an evaluation of the length of interruption time and the numbers of bidders affected may extend the closing time for an auction. Extension may range from 1 hour to 24 hours based on the aforementioned criteria, to insure fair and full competition. An email notification will be sent to those bidders who participated in these auctions when they are extended.

## 10. CLOSE OF AUCTION

- a. Posting of the Close of Auction. The Government will post on [the Website](#) the date and time on which the auction is anticipated to close (shown on the Website as “Close Time”). This posting is typically at least three (3) business days prior to the posted Close Time. The Website will also show the days, hours and minutes remaining until the Close Time (shown on the Website as “Time Remaining”).
- b. Inactivity Period and Closing of Auction. When the Close Time is posted, a twenty-four (24) hour inactivity period is established (shown on the Website as the “Inactivity Period”) and is posted under the “Bidding Details” tab of the Website. Note that the Website shows the Inactivity Period in minutes with 24 hours represented as 1440 minutes. In order for the Auction to close, the High Bid must remain unchanged for the Inactivity Period. Each time a new High Bid is received within the Inactivity Period or if the maximum amount that a Bidder is willing to pay for the Property under a proxy Bid is changed within the Inactivity Period, the Auction will automatically extend for an additional 24 hour Inactivity Period. The Time Remaining and Close Time will adjust accordingly. If the High Bid remains unchanged for the full Inactivity Period, the Auction will close.
- c. Exceptions for Weekends and Holidays. Notwithstanding the foregoing, **online auction sales cannot end on Weekends or Federal Holidays**. Therefore, if the posted Inactivity Period extends into a Weekend or Federal Holiday, which the Website defines as the time between: (i) 12:00 am on Saturday until 11:59 pm on Sunday; or (ii) the 24-hour period between 12:00 am to 11:59 pm on any Federal Holiday, the Auction will automatically extend to the same time on the first business day following the Weekend or Federal Holiday. Examples are in the table below. Federal Holidays are available by search at the [Office of Personnel Management FAQs](#).

**Bidders are responsible for monitoring the Website for the posting and any changes to the Close Time, the Inactivity Period, and the Time Remaining.**

## **11. ACCEPTABLE BID**

An acceptable bid is one received from a responsible bidder, whose bid, conforming to this IFB, will be most advantageous to the Government.

## **12. BID EXECUTED ON BEHALF OF BIDDER**

A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of their Power of Attorney or other evidence of their authority to act on behalf of the bidder.

If the bidder is a corporation, the Certificate of Corporate/Organization Bidder, included in this IFB, must be executed. The certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid, copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

If the bidder is a partnership, and all partners sign the bid, with a notation that they are all general partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid form and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute bids on behalf of the partnership. The name(s) and signature(s) of the designated bidder(s) must be included on the Bidder Registration and Bid Form.

If the bidder is a limited liability company, a certificate of the LLC must be completed and executed by the manager and submitted with the Bidder Registration Form. The Certificate of Corporate/Organization Bidder form may be used for this purpose.

## **13. NOTICE OF ACCEPTANCE OR REJECTION**

Notice by the Government of acceptance or rejection of the bid shall be deemed to have been sufficiently given when faxed, mailed or e-mailed to the bidder or their duly authorized representative at the fax number physical address or e-mail address indicated on the Bid Form. The processing of a registration deposit by the Government shall not, in itself, constitute acceptance of the bidder's offer. The Government reserves the right to reject any or all bids or portions thereof for any reason.

## **14. AUCTION SUSPENSION OR CANCELLATION**

The Government reserves the right to temporarily suspend or cancel the auction for any reason without accepting a bid and resume the auction or start a new auction at any time. In the event of a temporary suspension due to technical problems, or other bidding issues, the Government will determine the high bidder and the high bid amount; re-open bidding and allow the auction to proceed according to the bidding terms described herein. The Government reserves the right to cancel the sale at any time and Registration Deposits will be returned to bidders without interest or further obligation by the Government.

## **15. INCREASE OF EARNEST MONEY AND TRANSACTION CLOSING**

Within three (3) business days of acceptance of a bid by the Government, the Purchaser agrees to deposit an additional amount, if required, in the form of an electronic wire transfer, which when added to the Registration Deposit, will equal at least ten percent (10%) of the total bid. Failure to provide these funds will result in a default and forfeiture of the Registration Deposit.

Upon written acceptance of a bid, the Earnest Money shall be applied towards payment of the Purchaser's obligation to the Government. The full balance of the purchase price in the form of an electronic wire transfer is payable within sixty (60) calendar days after acceptance of bid. At the time of closing, all monies paid by the Purchaser will be credited, without interest, toward the total purchase price.

## **16. REFUND OF REGISTRATION DEPOSITS**

Registration Deposits accompanying bids that are rejected will be refunded to bidders without interest. Refunds will only be processed to the same individual or entity identified on the Bidder Registration and Bid Form for Purchase of Government Real Property. Registration Deposits provided by credit card will be credited to the same account number provided.

Upon receipt of the Earnest Money described in Paragraph 15, credit card deposits may be refunded.

Registration Deposits received from the second highest bidder will be held as stipulated in Paragraph 18, Backup Bidder. All other Registration Deposits will be processed for refunds after the last day of the auction or upon written request to withdraw from the auction unless the bidder is the first or second highest bidder. Refunds to a credit card will usually be processed within three business days.

## **17. BACKUP BIDDER**

The second-highest bidder will be the Backup Bidder. The bid of the Backup Bidder may be considered for acceptance for the duration of Continuing Offer period described in Terms of Sale, Paragraph 15, Continuing Offers, if: 1) the original High Bidder is unable to fully complete the transaction according to the terms and conditions of the IFB; or 2) if the original High Bidder fails to provide the required 10% of the purchase price as Earnest Money. The Bidder identified as the Backup Bidder agrees that their Bid remains a bona fide offer with which their Registration Deposit may be retained without interest, until the High Bidder provides the 10% Earnest Money or completes the transaction or both, at the Government's discretion. During the Continuing Offer period, the Bidder identified as the Backup Bidder agrees that they will not request retrieval, chargeback or any other cardholder refund and understands that a debt to the United States of America may be created if their deposits are in any way unavailable to the Government to which any party that participates in such chargeback or refund may be held accountable as provided in General Terms of Sale, Paragraph 9, Revocation of Bid and Default. When the Backup Bidder is converted to the High Bidder, all terms, conditions and agreements described in the IFB are applicable to the successful bidder.

The Registration Deposit of the Backup Bidder will be returned as described in Paragraph 16, Refund of Registration Deposits, if the Backup Bidder is not converted to the High Bidder. In the event that the Government is unable to complete the transaction with the highest or backup bidder, the Government reserves the right to consider the remaining bid(s) and accept a bid that is in the best interest of the Government.

## **18. ADDITIONAL INFORMATION**

GSA will provide additional copies of this IFB and make every effort to answer requests for additional information concerning the Property to facilitate preparation of bids. Each bid shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this IFB and any amendments made thereto prior to bid acceptance. Bidders may also review the information pertaining to the Property at <https://disposal.gsa.gov> or [RealEstateSales.gov](https://RealEstateSales.gov).

## **19. WAIVER OF INFORMALITIES OR IRREGULARITIES**

The Government may, at its election, waive any minor informality or irregularity in bids received.

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